

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF CALEXICO AND THE CALEXICO CITY MANAGEMENT ASSOCIATION
TERM: July 1, 2019 THROUGH June 30, 2023

TABLE OF CONTENTS

	Page
MEMORANDUM OF UNDERSTANDING	1
ARTICLE I RECOGNITION OF ASSOCIATION	1
ARTICLE II COMPLETION OF MEET AND CONFER PROCESS	2
ARTICLE III MANAGEMENT RIGHTS	3
ARTICLE IV NONDISCRIMINATION.....	4
ARTICLE V AMERICANS WITH DISABILITIES ACT	4
ARTICLE VI NO STRIKES OR LOCKOUTS.....	5
ARTICLE VII ASSOCIATION RIGHTS	6
ARTICLE VIII EMERGENCY WAIVER PROVISION	7
ARTICLE IX "SAME AS SUBORDINATES" PROVISION	8
ARTICLE X COMPENSATION	8
ARTICLE XI BIRTHDAY HOLIDAY.....	10
ARTICLE XII VACATION POLICY	10
ARTICLE XIII GRIEVANCE PROCEDURE.....	11
ARTICLE XIV EXISTING CONDITIONS OF EMPLOYMENT.....	14
ARTICLE XV PARTIAL INVALIDITY	14
EXHIBIT A	15

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the CITY OF CALEXICO ("CITY") and the CALEXICO CITY MANAGEMENT ASSOCIATION ("Association") pursuant to the provisions of the *Meyers-Milias Brown* Act. This Memorandum of Understanding ("MOU") is effective only as to the employees of the Association as set forth in Exhibit "A" ("Employees"). The term of this MOU shall begin as of July 1, 2019 and end on June 30, 2023. Following the expiration of this MOU, should either party otherwise request to modify, amend, or terminate the MOU, then this MOU shall continue in effect during such negotiations until a new labor agreement is adopted.

ARTICLE I

RECOGNITION OF ASSOCIATION

1.1 The City recognizes the Association as the bargaining representative for those employee positions as set forth in Exhibit "A" of this MOU with respect to all matters relating to employment conditions and employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment pursuant to Government Code section 3500, et seq., for all of the employee within the bargaining unit.

1.2 The employees represented by this Agreement are considered exempt, salaried employees and are not required by law to track their work hours. The City maintains the right but not the obligation to track hours.

1.3 The City retains the right to assign any qualified employee to any work performed by a unit member when there are no bargaining unit personnel employed and available on duty for assignment to the work.

ARTICLE II

COMPLETION OF MEET AND CONFER PROCESS

2.1 This document constitutes the sole agreement between the parties. Though the Parties recognize that bargaining unit members shall be subject to the City's Personnel Rules & Regulations.

2.2 The parties acknowledge that during the negotiations which preceded this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of "meet and confer," and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred or covered in this Agreement or with respect to any subjects or matters that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The parties may, however, upon mutual written consent, agree to meet and confer upon any matter within the scope of representation.

2.3 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE III
MANAGEMENT RIGHTS

3.1 Except as expressly modified or restricted by a specific provision of this MOU all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work employees; to set the standards of productivity, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the numbers of hours and shifts to be worked; to use independent contractors to perform work or services, to subcontract, contract out, close down, or relocate the City's operations or any part thereof, except to the extent it results in the layoff or reduction of wages of an employee; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the City; establish and enforce dress and grooming standards; determine style and/or types of City issued wearing apparel equipment or technologies to be used; to issue, amend and revise policies, rules, regulations, and

practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

3.2 The parties acknowledge that employment in Employee positions are subject to at least a six-month probationary period, with all rights and obligations, as set forth in Rule 5.01 through 5.04 of the City's Rules and Regulations.

3.3 Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the Association's rights as provided for by law.

ARTICLE IV

NONDISCRIMINATION

4.1 It is the policy of both the City and the Association not to discriminate unlawfully against any applicant or employee because of race, creed, color, sex, national origin, sexual orientation, gender identity, gender expression, veteran status, religion, disability, medical condition, membership in the Association, or any other category protected by law.

ARTICLE V

AMERICANS WITH DISABILITIES ACT

5.1 It is hereby agreed between the parties that nothing contained herein is intended to discriminate against any employee, present or future, or any persons affected by this agreement on the basis of any disability or impairment. No accommodation by the City related to the Americans with Disabilities Act of 1990 ("ADA") or the California Fair Employment and Housing Act compliance shall be construed as a violation of or conflict with the provisions of this Agreement.

ARTICLE VI

NO STRIKES OR LOCKOUTS

6.1 No Strikes. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this MOU, neither it nor its members or agents, representatives or persons, acting in concert with any of them, shall incite, engage or participate in any strike, walkout, slowdown, sickout, or other work stoppage or interference of any nature against the City whatsoever, or where-so-ever located, including but not limited to disputes which are related to the subject matter contained in this MOU; disputes which are specifically not subjects of this MOU; disputes between the City and other employee organizations, persons, or employees; or jurisdictional disputes. In the event of any strike, walkout, slowdown, or other work stoppage or threat thereof against the City, the Association and its officers will take all steps reasonably within their control to end or avert the same.

Those represented by the Association will not authorize, engage in, encourage, sanction, recognize, or assist in any strike, slowdown, walkout, sickout, or other work stoppage against the

City or picket in furtherance thereof, or participate in unlawful concerted interference in violation of this provision, or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Association found in violation of this provision will be subject to discipline, including termination as determined by the City Employee Relations Officer, according to personnel rules and regulations.

6.2 No Lockouts. In consideration of the Association's commitment as set forth herein, the City shall not lock out employees.

ARTICLE VII

ASSOCIATION RIGHTS

7.1 Dues Deduction. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit the deduction on a regular basis per customary practice. The total of all such deductions shall be remitted by the City to the Association within thirty (30) days following their deduction. In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this Section.

7.2 The City shall allow the Association to present for a reasonable amount of time during orientation or on-boarding of every new management employee. The City shall provide the Association representatives access during the orientation process. Participation in new employee orientations shall be credited as time worked. If the new management employee is not

provided orientation or on-boarding, the Association will be provided time or access to provide relevant materials to the employee.

7.3 Use of City Facilities. The Association may distribute pamphlets, brochures, and membership sign-up forms during non-working hours of all employees involved.

The Association may, with the approval of the City Manager, hold meetings of their members with directors or representatives on City property during non-working hours, provided:

7.3.1 Request is made to the City Manager as to the specific location and dates of meetings prior to such meetings.

7.3.2 Requests shall state the purpose of the meeting and facility to be used.

7.4 Bulletin Boards. Space will be made available to the Association on City Bulletin Boards provided such use does not interfere with the needs of the City. Association use of bulletin boards shall be only for Association recreational, social, or related news, meeting announcements, election information, newsletters, and official reports on Association business.

ARTICLE VIII

EMERGENCY WAIVER PROVISION

8.1 This provision becomes effective upon declaration of emergency by an authorized agency (e.g., state, county, or City). In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances establishing an emergency, provisions of this MOU or the City's *Rules and*

Regulations which restrict the City's ability to respond to these emergencies shall be suspended

81211.00001\32850868.1

for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any rules, regulations, or policies.

ARTICLE IX

“SAME AS SUBORDINATES” PROVISION

9.1 The City and Association agree that Employees are provided general benefits in accordance with City practice and policies, as set forth in the City’s *Rules and Regulations* and Department policies. Nevertheless, it is the express intent of the City to provide Employees in this Management unit with ancillary benefits of identical scope as the majority of their primary and direct subordinates, so far as those benefits apply to the position and so far as the benefit is not otherwise accounted for in the essential qualifications of the relevant job description. An outline of those “Same as Subordinates” benefits are outlined in Exhibit “B,” which is attached to this MOU and incorporated by this reference. Broadly, the benefits at issue include (1) retirement; (2) life insurance; (3) uniform allowance [for public safety and public works management only]; (4) holidays; (5) sick leave and sick leave buy-back; and (6) medical insurance.

ARTICLE X

COMPENSATION

10.1 The Parties acknowledge and agree that, given the COVID-19 pandemic and the potential for a protracted downturn in the economy, further Cost of Living Adjustments (COLAs) would be imprudent at this time. Further COLAs should not be provided pursuant to

this MOU. However, the Parties agree to the following reopener: Beginning on or after March 1, 2021, and every March 1st thereafter for the term of this MOU, either Party may *reopen* negotiations on the subject of wage increases upon written request.

10.2 Salary compaction exists when a position with supervisory duties is insufficiently compensated in relation to the position's subordinates. Salary compaction can hinder the City when lower-level qualified employees believe that the added supervisory responsibility of a promotion is not worth the difference in salary. While the City looks primarily to merit in determining salary increases, it strives to keep the salaries of employees with supervisory duties at ten percent (10%) above the average of their highest-ranking subordinates without consideration of overtime hours. Issues concerning compaction will be assessed by the City Manager, with Association input, on a case-by-case basis. The City Manager will consider the target compaction percentage when re-assessing employee salaries during transfers, promotions, demotions, or annual reviews.

10.3 Employees who possess a Masters' degree shall receive an additional 10% above their base wage. This educational incentive will be retroactive to November 1, 2019. No member shall receive more than one salary increase under this provision. The Parties further agree that an employee shall not receive additional compensation for any degree or certificate that is listed as a job requirement.

ARTICLE XI

BIRTHDAY HOLIDAY

11.1 The Parties understand and agree that the current Floating Holiday Pay ("FHP") entitlement shall be revised such that (1) FHP is eliminated; (2) sixteen (16) hours of the prior entitlement is moved to vacation entitlement (See Article XII); and (3) the remaining eight-hour entitlement is tied to the Employee's birthday as Birthday Holiday Pay. Thus, as of the date of this Agreement, annual Employee entitlement to Floating Holidays is eliminated and replaced with an annual entitlement to eight (8) hours of paid leave for use on the Employee's birthday. An alternate date shall be provided on either the work day before or after, per City discretion, where the Employee's birthdate falls on the Employee's regular day off work.

ARTICLE XII

VACATION POLICY

12.1 The Parties agree that Employees shall have the following vacation entitlement, indicating an increase of 16 additional hours of entitlement following probation:

12.2 Every Employee who has been in the continuous employ of the City for 6 full months shall receive 8 hours vacation for each full month of employment.

12.3 Every Employee who has been in continuous employment with the City from 1 to 4 years shall receive 112 hours vacation.

12.4 Every Employee who has been in continuous employment with the City from 5 to 9 years shall receive 144 hours vacation.

12.5 Every Employee who has been in continuous employment with the City from 10-14 years shall receive 160 hours vacation.

12.6 Every Employee who has been in continuous employment with the City for 15 years or more shall receive 192 hours vacation.

12.7 In addition to vacation entitlement, every Employee shall be entitled to 64 hours of administrative leave time per calendar year. This leave is a means of rewarding and encouraging full-time management employees to participate in and attend meetings, activities and events on behalf of the City, and to spend time outside of normal working hours otherwise in the service of the City. Administrative leave time is not considered vacation and is a privilege of paid time away from work. Unused administrative leave time shall not roll over year to year.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 This Article is intended to provide the means for employees, recognized employee organizations, and management to resolve grievances in an orderly manner within a reasonable time period; and to administer employer-employee relations through uniform and orderly methods of communication between employees and the City.

13.2 Informal Grievance Procedure. The informal complaint procedure may be used before any formal grievance procedure, if the grievant so chooses. If the grievant chooses to use the Informal Grievance Procedure, The grievant shall discuss his/her complaint with his/her direct superior, or equivalent, no later than ten (10) working days after the occurrence of the incident causing the grievance. If the direct superior, or equivalent, fails to reply within five (5)

81211.00001\32850868. 1

working days, or the grievant determines he/she is not satisfied with any decision within five (5) working days after receiving it, the grievant may utilize the formal grievance procedure. Failure to adhere to this timeframe may result in a waiver of the right to grieve.

13.3 Formal Grievance Procedure. A grievance is a claim or dispute involving (1) interpretation or application of City rules, regulation, ordinance, or resolution affecting an Employee's wages, hours or conditions of work; or (2) an interpretation or application of the provisions of this MOU. Subjective evaluation of performance or discipline is not subject to this Formal Grievance Procedure.

13.3.1 Form of Grievance. The formal grievance shall be initiated by the filing of a written grievance, within the time period set forth above, on a form provided for this purpose. The form shall contain: (1) the name, title, and Department of Grievant; (2) Grievant's mailing address; (3) a clear statement of the nature of the grievance, citing applicable policy, rule, ordinance, or regulation at issue; (4) the date the action upon which grievance is founded occurred; (5) an affirmation of compliance with the informal grievance process and synopsis of the results of that process; (6) the date of the grievance submission; and (7) the signature of the grievant.

13.3.2 The following steps are used to resolve the formal grievance:

Step 1. The written grievance shall be filed and presented to the Employee's department head or equivalent, who shall investigate the grievance and shall confer with the grievant, his/her representative if applicable. The department head or equivalent shall endeavor to provide a written response within ten (10) days of receipt of the grievance. The department head or

equivalent shall make and file a decision in writing with the grievant, his representative if applicable, and the Human Resources Department.

Step 2. If the Employee believes that the issue is not resolved in Step 1, said written grievance may be filed with the City Manager within not more than ten (10) working days from the receipt of the direct superior's response. A copy of such request shall be delivered to the City Manager, with a copy to the Human Resources Department. The City Manager shall endeavor to provide a response within ten (10) working days after the written grievance is first submitted to the City Manager. The City Manager shall make and file a decision in writing with the grievant, his/her representative, and the Human Resources Department.

Step 3. If the Employee believes that the City Manager did not resolve the grievance to the satisfaction of the grievant, the grievant may, within not more than ten (10) working days from receipt of the City Manager's decision, request in writing that the City Council or its designee consider the grievance. A copy of the request filed by the grievant shall be submitted to the City Manager, with a copy to the Human Resources Department. The Employee may not submit the grievance directly via correspondence to the Council, but rather shall rely on the method of transmission set forth within this Step 3. The City Council shall endeavor to issue a written response within thirty (30) days of Employee's submission. The City Council decision shall be final and binding on all parties.

ARTICLE XIV

EXISTING CONDITIONS OF EMPLOYMENT

14.1 It is agreed and understood by the parties that all existing benefits and terms and conditions of employment not addressed or specifically changed by this MOU that are within the lawful scope of the meet and confer process will not be reduced and shall remain in full force and effect during the entire terms of this MOU.

ARTICLE XV


PARTIAL INVALIDITY

15.1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.


Duly executed by the parties hereto on May 9, 2020



Jose Cuervo
Labor Relations Consultant



David Dale, City Manager
CITY OF CALEXICO



Jesus Serrano, President
CALEXICO CITY MANAGEMENT
ASSOCIATION

EXHIBIT A

Public Safety Employees

Fire Battalion Chief

Fire Marshall

Police Commander

Police Lieutenant

Other Management Classifications

Public Works Manager

Finance Manager

Grants Manager

Library Manager

Reference Librarian

Economic Development Specialist

Project Coordinator

EXHIBIT B - ARTICLE IX - MANAGEMENT MEMORANDUM OF UNDERSTANDING 2020

	Finance Manager	Lieutenant	Public Works Manager	Library Manager (Vacant)	Recreation Mgr (Vacant)
Retirement	Classic member 2%@60 6.829% ER Contribution 7%EE Contribution PREPA New Member 2%@62 6.058% ER Contribution 6.75% EE	Safety Classic 2%@50 16.636% ER Contribution 9% EE Contribution Safety PREPA 2.7%@57 13.034% ER Contribution 12% EE	Classic member 2%@60 6.829% ER Contribution 7%EE Contribution PREPA New Member 2%@62 6.058% ER Contribution 6.75% EE Contribution	Classic member 2%@60 6.829% ER Contribution 7%EE Contribution PREPA New Member 2%@62 6.058% ER Contribution 6.75% EE Contribution	Classic member 2%@60 6.829% ER Contribution 7%EE Contribution PREPA New Member 2%@62 6.058% ER Contribution 6.75% EE Contribution
Life Insurance	Employer Paid 100% \$50,000/employee \$2,500/dependent	Employer Paid 100% \$50,000/employee \$2,500/dependent	Employer Paid 100% \$50,000/employee \$2,500/dependent	Employer Paid 100% \$50,000/employee \$2,500/dependent	Employer Paid 100% \$50,000/employee \$2,500/dependent
Uniform Allowance	N/A	\$1,000 per fiscal year	\$200/boot allowance	N/A	N/A
Education Incentive	10% for a Masters in Related Field	10% for a Masters in Related Field	10% for a Masters in Related Field	10% for a Masters in Related Field	10% for a Masters in Related Field
Longevity	Employees hired prior to 1/1/16 \$20/mo @5yrs. \$30/mo@10yrs. \$40/mo@15yrs. \$50/mo@20yrs. \$60/mo@25yrs.	Employees hired prior to 1/1/03 \$20/mo. every five years of continuous service.	Employees hired prior to 9/1/17 \$20/mo @5yrs. \$30/mo@10yrs. \$40/mo@15yrs. \$50/mo@20yrs. \$60/mo@25yrs.	Employees hired prior to 1/1/16 \$20/mo @5yrs. \$30/mo@10yrs. \$40/mo@15yrs. \$50/mo@20yrs. \$60/mo@25yrs.	Employees hired prior to 1/1/16 \$20/mo @5yrs. \$30/mo@10yrs. \$40/mo@15yrs. \$50/mo@20yrs. \$60/mo@25yrs.
Holidays	12 Days Per CMEA	9 Days Per POA	12 Days Per CMEA	12 Days Per CMEA	12 Days Per CMEA
Sick Days	96 hours per year	96 hours per year	96 hours per year	96 hours per year	96 hours per year
Sick Buy Back	200+ hrs. accumulated sells 48 hrs. once per year.	Per City Rules & Regs 7.07	200+ hrs. accumulated sells 48 hrs. once per year.	200+ hrs. accumulated sells 48 hrs. once per year.	200+ hrs. accumulated sells 48 hrs. once per year.
Medical Insurance	CITY COST \$1,657/Family \$718/Single 80% ER Premium 20% EE Premium Single Deduct. \$250 Family Deduct. \$750 Waiver \$182.24/mo Single \$385.10/mo Family *Employees hired after 7/1/08 not entitled to medical coverage upon City retirement.	CITY COST \$1,815/Family \$799/Single 90% ER Premium 10% EE Premium Single Deduct. \$0 Family Deduct. \$0 Waiver \$182.24/mo Single \$385.10/mo Family *Employees hired after 7/1/08 not entitled to medical coverage upon City retirement.	CITY COST \$1,657/Family \$718/Single 80% ER Premium 20% EE Premium Single Deduct. \$250 Family Deduct. \$750 Waiver \$182.24/mo Single \$385.10/mo Family *Employees hired after 7/1/08 not entitled to medical coverage upon City retirement.	CITY COST \$1,657/Family \$718/Single 80% ER Premium 20% EE Premium Single Deduct. \$250 Family Deduct. \$750 Waiver \$182.24/mo Single \$385.10/mo Family *Employees hired after 7/1/08 not entitled to medical coverage upon City retirement.	CITY COST \$1,657/Family \$718/Single 80% ER Premium 20% EE Premium Single Deduct. \$250 Family Deduct. \$750 Waiver \$182.24/mo Single \$385.10/mo Family *Employees hired after 7/1/08 not entitled to medical coverage upon City retirement.